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AN AGREEMENT BETWEEN THE
ADMINISTRATIVE ASSOCIATION OF THE
PASSAIC COUNTY COMMUNITY COLLEGE
AND THE
BOARD OF TRUSTEES OF
PASSAIC COUNTY COMMUNITY COLLEGE

76-79

7/1/76 - 6/30/79



ADMINISTRATORS' ASSOCIATION

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concerning terms and conditions of employment for all full-time Administrative personnel presently employed or hereafter employed by the Board in the following classifications, titles and/or positions:

- Assistant Dean of College, Career Program
- Coordinator, Evening Program
- Coordinator, Fire Science
- Director, (Admissions Counselor)
- Director, Nursing
- Director, College Services
- Director, County Services
- Systems Analyst
- Director, Institutional Research
- Director, Learning Center
- Coordinator, Media
- Director, Physical Plant
- Director, Retired Seniors Volunteer Program
- Educational Opportunity Fund Counselor
- Director of Learning Resources
- Director of Special Programs
- Registrar
- Coordinator of Veteran Affairs

Excluded from the negotiating unit shall be those presently employed or hereafter employed by the Board in the following classifications, titles and/or positions:

- Supervisor of Accounting
- Administrative Assistant, Dean of College
- Administrative Assistant, President of the College
- Assistant Dean of College, Instruction
- Assistant Dean of College, Student Affairs
- Dean of Business Affairs
- Dean of the College
- Grants Officer
- President of the College
- All Other Full Deans

and all other employees of the College covered by any other collective bargaining agreement.

PREAMBLE

This agreement, entered into this 1st day of
1976, by and between the Board of Trustees of Passaic County
Community College, Paterson, New Jersey, hereinafter called
the "Board" and the Passaic County Community College Adminis-
trators Association, hereinafter called the "Association".

WITNESS:

Whereas, the Board has an obligation pursuant to
Chapter 303, Public Laws of 1968, as amended by Chapter 123
Public Laws of 1974, to negotiate with the Association as
the representative of employees hereinafter designated with
respect to the terms and conditions of employment, and

Whereas, the parties have reached certain under-
standings which they desire to confirm in this Agreement, be
it

Resolved, in consideration of the following mutual
covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the
exclusive and sole representative for collective negotiations

B. The term "Board" shall mean the Board of Trustees of Passaic County Community College, Passaic County, State of New Jersey or its duly designated agent(s).

C. The term "negotiating unit" used in the Agreement shall mean the bargaining unit as described in Article I, Paragraph (A).

D. The term "Association" as used in the Agreement shall mean the Passaic County College Administrators Association.

E. The term "College" as used in the Agreement shall mean Passaic County Community College of Passaic County, State of New Jersey or its duly designated agent(s).

F. The term "parties" when used in this Agreement shall mean the Board and the Association in its capacity as the sole and exclusive bargaining representative for the employees in the negotiating unit.

G. Unless otherwise indicated, the term "administrator" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male administrators shall include female administrators.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968 as amended by Chapter 123, Public Laws of 1974. Any agreement so negotiated shall apply to all employees within the negotiating unit.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

ADMINISTRATOR RIGHTS

A. Pursuant to Chapter 303, Public Laws of 1968 as amended by Chapter 123, Public Laws 1974, the Board hereby agrees that every eligible employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection, and shall have the right to refrain from any or all such activity. As a duly selected body exercising governmental power under the laws of the

State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, as amended, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any administrator with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, or his lack of membership, his participation in any activities of the Association and its affiliates, or his failure or refusal to participate; collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he may have under New Jersey School laws, other applicable laws and regulations, and/or the policies, procedures, rules and regulations already established by the Board of Trustees.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Board of Trustees retains and reserves unto itself all rights, powers, duties, authority and responsibilities

conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States.

B. All such rights, powers, authority and prerogatives of management possessed by the Board of Trustees are retained subject to limitations as may be imposed by Chapter 303, L. 68, as amended, and except as they are specifically abridged or modified by this Agreement.

C. The Board of Trustees retains its responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by Chapter 303, L. 68, as amended, governing the conduct and activities of employees and which are not inconsistent with the express provisions of this Agreement.

ARTICLE V

ADMINISTRATIVE WORK YEAR

A. Each member of the negotiating unit shall be considered by the Board for appointments to one-year terms consistent with the fiscal year and shall run from July 1 of any given year to June 30th of the succeeding year. Thus, the work year for all members of the unit shall consist of twelve (12) months.

B. Those members of the unit eligible for the receipt of multi-year contracts according to law, shall receive same subject to the provisions of A-328 and its implementing guidelines.

ARTICLE VI

TERMINATION/NON-RENEWAL/RESIGNATION

A. (1) Those members of the unit employed for a one-year appointment will be given a thirty (30) day notice of termination during this one (1) year term, or in lieu thereof twenty (20) days pay in the form of severance pay. The Board shall have no obligation to give such notice when termination is for serious misconduct or as a result of the commission of a serious crime.

(2) Those members of the unit who are terminated due to position elimination and/or excessing of staff shall receive ninety (90) days notice of said elimination and/or excessing, or in lieu thereof forty (40) days pay in the form of severance pay.

B. Where the Board decides that it shall not reappoint an administrator to another one-year appointment it shall, sixty (60) days prior to June 30th, give notice of intention not to reappoint.

C. For the purpose of satisfying the notice requirements above, notice may extend from one term to another.

D. Matters of non-reappointment and termination shall be within the sole discretion of the Board and shall not be subject to the grievance and arbitration provisions of this Agreement. However, upon request the Board shall provide the individual with a statement of reason(s) for its action to terminate or non-reappoint and shall afford an opportunity to the administrator to appear before the Board or a committee of the Board concerning the termination or non-reappointment.

E. Termination and non-renewal of contract for those under multi-year contracts shall be in accordance with A-328 and its implementing guidelines.

F. When voluntarily resigning from employment, all members of the unit shall give thirty (30) calendar days' notice of resignation. All notices shall be in writing and directed to the appropriate Dean.

ARTICLE VII

ADMINISTRATIVE HOURS/WORKLOAD

A. The normal work day for members of the negotiating unit shall be from 9:00 A.M. to 5:00 P.M. inclusive of a paid meal period.

B. The normal work week for members of the unit shall be five (5) days, forty (40) hours, inclusive of a daily one (1) hour meal period and the work week shall be considered to run from Sunday to Saturday.

C. The above defines the normal hours. Nothing contained herein, however, shall prohibit the Board or the College from requiring and expecting work beyond that stated above in order for a member of the unit to adequately perform the duties and responsibilities of the position.

D. Also, nothing contained herein, shall deprive the College of the right to continue to adhere to established work schedules for current employees if inconsistent with the above, nor shall it alter the right of the College to fix the work schedules of any new hire at its discretion. Also, with respect to current employees, the College shall have the right, at its discretion, to deviate from the established work schedule.

E. Members of the unit shall be required to sign in and sign out as a condition of payment as required by the appropriate Dean.

ARTICLE VIII

SALARIES

A. Effective July 1, 1976, all non-probationary employees covered by this Agreement and on the payroll and actively employed on this date shall receive a wage increase of \$1,000 above his/her base salary as of June 30, 1976.

B. Probationary employees who are employed and on the active payroll prior to July 1, 1976 and do not become non-probationary until after July 1, 1976, will receive the above increase retroactive to the date on which they receive non-probationary status.

C. Effective July 1, 1977, all non-probationary employees covered by this Agreement and on the payroll and actively employed on this date shall receive a wage increase of \$1,100.00 above his/her base salary as of June 30, 1977.

D. Probationary employees who are employed and on the active payroll prior to July 1, 1977, and do not become non-probationary until after July 1, 1977 will receive the increase provided in (C) retroactive to the date on which they receive non-probationary status.

E. All newly hired employees, who do not presently hold a unit recognized position, of the College and who are covered by this agreement shall be subject to a probationary period and deemed probationary employees for ninety (90) days, commencing with the first day of employment.

F. Days lost from work because of sickness or accident during the aforementioned probationary period, shall not be considered in computing such period. (Notwithstanding any other provision of this Agreement, the College may at any time during the probationary period, without notice, layoff, terminate, suspend or otherwise discipline such employees. Such action shall be solely within the discretion of the College and shall not be subject to review.)

G. Probationary employees shall not, for the duration of this period, be intitled to any fringe benefits, as provided under this Agreement.

ARTICLE IX

SICK LEAVE

A. All members of the unit shall be entitled to fifteen (15) sick leave days each year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Sick leave shall be used only for bona fide illness or disability to an eligible member of the unit.

C. Payment under this Article shall be made providing that his/her Department Head is notified of the absence at the earliest possible moment.

D. A certificate from the employee's doctor will be required prior to payment to verify three (3) or more consecutive days of sick leave absence if requested. In addition, where a pattern of absences can be demonstrated, no payment shall be made for absences of employees on Mondays or Fridays or the day before or after a holiday, a long weekend or an employee's vacation period unless a doctor's certificate, if requested, is obtained attesting to the physical inability of the employee to report to work. Proof of illness, where required, must be presented to the appropriate Dean as a condition of payment.

ARTICLE X

LEAVE OF ABSENCE WITHOUT PAY

A. An approved leave of absence without pay may be granted to a member of the unit who has completed five (5) years of service or more for a period not to exceed six (6) months.

B. Requests for such leave shall be made in writing to the appropriate Dean at least six (6) months prior to the commencement of said leave, except in a situation of extreme emergency.

C. If said leave is denied by the appropriate Dean, the denial may be appealed in writing to the Board of Trustees. Such appeal must be made within ten (10) work days after denial by the Dean. The decision of the Board shall be final and binding and not subject to the grievance and arbitration procedures of the Agreement.

D. Approval of leave may be granted for the following reasons:

1. Pursuit of a degree or post-doctoral work at an institution of higher education.
2. Recuperation from ill health.
3. Unusual and/or unavoidable personal situation.

ARTICLE XI

BEREAVEMENT LEAVE

A. All administrators covered by this Agreement shall be granted paid time off for four (4) working days lost immediately following the date of death of members of the administrator's immediate family for the purpose of attending the funeral. The immediate family shall be defined as husband, wife, mother, father, son, daughter, sister, brother, grandparents, mother-in-law and father-in-law.

B. An administrator shall not be entitled to condolence leave if at the time of death in the family, the administrator is on vacation, or leave, or otherwise is absent from work under any other provisions of this Agreement.

ARTICLE XII

MILITARY AND RESERVE TRAINING LEAVE

A. All members of the unit shall be eligible for military leave of absence in accordance with the provisions of the Universal Military Training and Service Act and other legislation relating to employment rights of persons in the military forces of the United States.

B. All members of the unit who are called for reserve training as a member of any armed force or national guard reserve unit, shall be granted leave in accordance with applicable law.

C. Two (2) weeks notice, made to the appropriate Dean, of intended absence for reserve duty is required and the College reserves the right to request and obtain a copy of the official military order.

ARTICLE XIII

MATERNITY LEAVE

Employees who become pregnant shall within a reasonable time thereafter notify the Office of the President in writing. The notification shall include a doctor's certificate giving the anticipated date of birth.

A. Unpaid Leave

(1) Maternity leave without pay will be granted to eligible employees who have completed six (6) months or more of continuous full time service. Leave shall be up to a maximum of six (6) months.

(2) Leave will be granted upon written application at least three (3) weeks in advance of said leave.

(3) Except as provided herein, an employee will not accrue benefits during any period of leave nor will she continue to accrue seniority. However, there will be no loss of seniority or accrued benefits.

B. Disability Leave For Pregnancy

(1) Those employees who become pregnant and who desire to continue to work shall so notify the appropriate Dean in writing within a reasonable time after pregnancy is determined.

(2) Any time that the ability of the employee who has become pregnant, to continue working is in question, the Dean can require, and the employee shall provide, a statement from the employee's attending physician certifying the expected date of delivery, the individual's physical ability to continue working and the date up to which she will be physically able to continue work in the opinion of the physician. Employees will be permitted to work as long as their doctor certifies that they are physically able to do so and so long as they satisfactorily perform their assigned jobs. The College reserves the right to have the employee examined by a physician designated by the College. If any differences of medical opinion should arise between the College's physician and the employee's physician, the College shall request expert consultation, in which case the Passaic County Medical Society, 642 Broad Street Clifton, New Jersey 07514, 201 - 777 - 2400, shall appoint an impartial third physician, who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be borne by the College.

(3) Disability leave shall be granted for a reasonable period of time but shall not continue past the end of the physical disability. The time for leave initially granted may be extended upon written request to the appropriate Dean with an accompanying proof of continued physical capability. Subsequent requests for extension must also be applied for in writing accompanied by a doctor's certificate of continued disability. The Board need not grant or extend the leave of absence beyond the end of the individual contract year in which the leave is obtained unless the individual has been issued a renewal contract.

A pregnant employee shall be granted earned sick leave with pay pursuant to Article IX for such period of time that she is physically unable to perform her work prior to the expected delivery and after the actual date of birth. Such utilization of sick leave shall be subject to all requirements and conditions for the use of sick leave.

C. An employee who indicates a desire to return to her employment on or before the expiration date of her leave shall be reinstated to her former position or to a position of like status and pay without loss of benefits or service credit, provided that she gives reasonable notice under the circumstances to the Office of the President of her intention to return and provides certification from her physician to the effect that she

is physically fit and ready to commence working. Failure to give such notice shall result in a waiver of the right to return.

ARTICLE XIV

VACATIONS

A. The Board shall grant to all members of the unit twenty-two (22) working days vacation per fiscal year.

B. Members shall have the right to utilize accrued vacation leave within a eight (8) month period ending February 28th of the year following that in which the leave is earned.

C. Vacation leave shall be accrued at the rate of two (2) days per full month of employment, up to twenty-two (22) working days. Vacation shall be earned prior to utilization. However, to be eligible for vacation based upon a month of service, as provided above, the administrator shall not have been absent from work more than three (3) unpaid working days in said month.

D. Administrators may take all their earned vacation either at one time or at various times subject in all cases to the prior approval of the appropriate Dean and consistent in all cases with the needs of the institution. Requests for time off should be submitted at least three (3) weeks in advance of said requested vacation leave.

E. Vacation leave will not be granted during the initial ninety (90) days of employment.

F. No part of the administrator's scheduled vacation may be charged to sick leave unless specifically approved in writing by the Dean. In addition, the administrator may utilize earned vacation to care for a member of his immediate family who is ill.

G. If an administrator is terminated, furloughed or laid off, he shall be paid for all earned but unused vacation time.

H. If an administrator resigns and gives a minimum of thirty (30) days notice, he/she shall be paid all earned and unused vacation time. If an administrator gives less than the thirty day notice, he/she shall be paid that percentage of the unused and earned vacation time which is equal to the ratio of the number of days of notice to a base of thirty (30) days. Such notice of resignation shall be in writing to the appropriate Dean.

I. In the event of death, unused vacation time shall be paid to the member's estate.

ARTICLE XV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Those members of the bargaining unit who are accepted at an accredited institution of higher education in a terminal degree program (defined as a doctorate or a master's degree wherein there is no appropriate doctorate) or desire to take a specific course(s) shall be eligible

to receive tuition reimbursement at a rate equal to the graduate tuition per credit then prevailing at the New Jersey State Colleges, (up to a maximum of \$50.00 per credit hour) provided the following pre-conditions are met:

(1) Such reimbursement shall be limited to six (6) hours or credits per semester/term.

(2) That the program or course desired to be taken has the express prior written approval of the President of the College. The decision of the President is final and binding and not subject to review, except where it can be demonstrated by the Association that such decision was arbitrary or capricious.

(3) That the program or course is deemed, by the President, to be relevant to the individual's current duties at the College.

B. When applying for reimbursement in a terminal degree program the administrator must submit to the President the following information:

(1) A complete description of the program which will include course work and criteria for successful degree completion.

(2) Official notice that the individual has been accepted into the program, and

(3) A rationale on how the program is relevant to the individual's current duties at the College.

C. In all cases class attendance in the program or course must be limited to outside normal working hours.

D. In all cases payment will be made only upon successful completion of a course and the submission of a receipt that said course has been paid for.

E. Courses may be taken at any accredited institution except Passaic County Community College.

F. Administrators who are receiving educational reimbursement/payment for the course or program that tuition reimbursement is being applied for may receive reimbursement only to the documented extent that tuition costs exceed reimbursement provided up to the limits mentioned above. Benefits received under the G.I. Bill shall be excluded from the limitations of this provision.

ARTICLE XVI

HOLIDAYS

A. The College will grant to all administrators the following holidays off with full pay:

New Year's Day	Independence Day
President's Day	Labor Day
Thursday Before Good Friday	Thansgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Employee's Birthday (Effective July 1, 1977)
Martin Luther King's Birthday	Christmas Day

B. The above holiday schedule will be subject to change as directed by the academic schedule of the College. At the discretion of the appropriate Dean, or his designee, members of the unit may be required to perform duties on a day declared as a holiday. If this occurs, the member will receive another day off with pay at the discretion of the employee. Such holiday assignments shall be kept to a minimum and shall not be used as a form of employee discipline.

C. Any administrator scheduled to work on any declared holiday, as above defined, and fails to work on said day, shall receive no pay for such holiday or time-off with pay unless such failure has been excused under any other provision of this Agreement.

D. An administrator shall receive holiday pay if he/she is actively employed at the time of the holiday and is not on leave of absence, maternity leave or is otherwise absent from the College, provided the administrator fulfills the eligibility requirements of this Article.

ARTICLE XVII

JOB POSTING

A. All new or vacant bargaining unit positions shall be posted internally on or before the date such position is advertised externally.

B. In filling these openings, due consideration shall be given to those members of the unit who shall apply for said positions.

ARTICLE XVIII

REIMBURSEMENT FOR MEALS/TRAVEL AND MILEAGE

A. REIMBURSEMENT FOR MEALS

Employees who are required to work overtime, shall be reimbursed for meals under the following conditions:

1. The employee must be required to work at least two hours of overtime either by the President or the appropriate Dean.
2. The employee must submit a receipt for meal, together with his request for reimbursement.
3. Reimbursement for the costs of meals shall be limited to two (\$2.00) dollars for breakfast, three (\$3.00) dollars for lunch, and five (\$5.00) dollars for dinner (gratuities included).

B. TRAVEL AND MILEAGE REIMBURSEMENT

Any employee of Passaic County Community College who is required to use his own automobile on official College business, either inside or outside of the City of Paterson,

will be reimbursed by the College for expenses thereby incurred, on the following basis:

1. The mileage rate to be paid for the use of a privately owned automobile used on official college business is fifteen (15¢) per mile.
2. The College will reimburse the employee for all tolls and parking charges incurred while he is travelling on official college business. Receipts must be submitted by the employee in order to obtain reimbursement.
3. The College is not responsible, nor will it reimburse any employee, for any costs incurred as a result of the commission of any parking or traffic violation while the employee is on official college business.
4. Any employee travelling on official college business is expected to have a valid driver's license and to be adequately protected by personal liability and property damage insurance, obtained at their own expense. The College assumes no liability as to either the employee or any third party for personal injury or property damage sustained while the employee is travelling on official college business.
5. Should an employee be required to travel on college business which takes him reasonably close to the normal route either to or from work usually taken by such employee, and such travel is required at a time when the employee will continue on to work at the College or to his home, after such business is concluded, the College shall be required to reimburse the employee only for the distance travelled between the College and the location where the employee is to transact said business for the College.

C. The College agrees to provide the Association with a copy of the procedure to be utilized for approval of an employee's

use of his own automobile on official College business. The College further agrees to inform the Association of any changes which it makes in this approval procedure and to provide, within a reasonable time thereafter, a copy of the revised procedure.

ARTICLE XIX

GRIEVANCE PROCEDURE

A. Purpose

The parties agree that it is in their best interest that all grievances should be resolved promptly, fairly and equitably.

1. The following procedure which may be initiated by an employee covered by this Agreement or the Association acting as his or her representative shall be the sole and exclusive means of seeking, adjusting, and settling grievances.
2. Whenever any representative of the Association or any employee is mutually scheduled by the parties, during working hours, to participate in grievance procedures, such employee shall suffer no loss in pay or benefits.

B. Definition of a Grievance

A grievance is an allegation by an employee or the Association that there has been:

1. A breach, misinterpretation or improper application of terms of this Agreement;
or
2. An arbitrary or discriminatory application of the policies of the Board of Trustees, related to terms and conditions of employment.

C. Informal Procedure

An employee may orally present and discuss a grievance with his immediate supervisor on an informal basis. At the employee's option, he may request the presence of an Association representative. If the employee exercises this option, the supervisor may determine that such grievance be moved to the first formal step.

Should an informal discussion not produce a satisfactory settlement, the grievant may, within three work days, move the grievance to the first formal step.

D. Formal Steps

1. Step One

A grievant shall initiate his or her grievance in writing and present it formally to his or her dean, and such dean, or his designee thereof, shall meet with the grievant

and a representative of the Association, for the purpose of discussing the grievance. The decision shall be rendered in writing to the employee and the Association representative within seven (7) work days of the conclusion of the discussion of the grievance, then

2. Step Two

If the grievant is not satisfied with the decision rendered at Step One, he or she may submit his or her grievance to the College President. The President shall hear the grievance and where appropriate, witnesses may be heard and pertinent records received. The hearing shall be held within ten (10) work days of receipt of the grievance, and the decision shall be rendered in writing to the employee and the Association representative within ten (10) work days of the conclusion of the hearing of the grievance, then,

3. Step Three

If the grievant is not satisfied with the disposition of the grievance at Step Two, he or she may appeal to the Board of Trustees on the record. The appeal shall be accompanied by the decisions at the prior steps and any written record that has been made part of the preceding hearings. The Board of Trustees may sustain, modify or reverse the decision made at Step Two on the record or may on its own, conduct a hearing concerning the grievance. In the event the Board of Trustees

acts upon the written record, the decision shall be rendered in writing to the aggrieved employee and the Association representative within twenty (20) work days of receipt of the grievance. Should the Board of Trustees act upon the written record without granting a hearing to the employee, and in the event of a negative recommendation from the Board of Trustees, the aggrieved may request a hearing before the Board of Trustees within ten (10) work days after receipt of the written decision from the Board of Trustees. In the event a hearing is directed, such hearing shall commence within twenty (20) work days of receipt of the grievance and where appropriate, witnesses may be heard and pertinent records received. The decision shall be rendered in writing to the aggrieved employee and the Association representative within twenty (20) work days of the hearing.

4. Step Four

If the aggrieved employee is not satisfied with the disposition of the grievance at Step Three, the Association, as representative of the employee, shall file a notice, within ten (10) work days of the receipt of the decision of the Board of Trustees, requesting submission to arbitration. Within ten (10) work days after such written notice of submission to arbitration, the Board of Trustees and the Association shall attempt to agree upon a mutually acceptable arbitrator to serve. If the

parties are unable to agree upon an arbitrator or are unable to obtain such a commitment within the specified period, a request for a list(s) of arbitrators may be made. Such notice of the grievant shall set forth a statement of the issue to be decided and the specific provisions of the agreement involved. Unless the parties agree in writing before the hearing that the Arbitrator's decision shall be binding, the Arbitrator's decision shall be advisory only, and said decision shall be limited to the interpretation application or violation of the contract language. The cost of the Arbitrator shall be borne by both parties equally.

E. Time Limits

1. A grievance must be filed at Step One within forty-five (45) calendar days from the date on which the act which is the subject of the grievance occurred or forty-five (45) calendar days from the date on which the individual employee should reasonably have known of its occurrence.

2. In the event that the time limitations imposed under Steps One and Two above, as to discussion, hearing and decision are not complied with, the grievance shall, upon request, be moved to the next higher step.

3. Should an employee be dissatisfied with the decision or should no decision be forthcoming in the prescribed time, he or she may submit his or her grievance to the next step, within seven (7) calendar days to Step One and within ten (10) calendar days to Step Three.

acts upon the written record, the decision shall be rendered in writing to the aggrieved employee and the Association representative within twenty (20) work days of receipt of the grievance. Should the Board of Trustees act upon the written record without granting a hearing to the employee, and in the event of a negative recommendation from the Board of Trustees, the aggrieved may request a hearing before the Board of Trustees within ten (10) work days after receipt of the written decision from the Board of Trustees. In the event a hearing is directed, such hearing shall commence within twenty (20) work days of receipt of the grievance and where appropriate, witnesses may be heard and pertinent records received. The decision shall be rendered in writing to the aggrieved employee and the Association representative within twenty (20) work days of the hearing.

4. Step Four

If the aggrieved employee is not satisfied with the disposition of the grievance at Step Three, the Association, as representative of the employee, shall file a notice, within ten (10) work days of the receipt of the decision of the Board of Trustees, requesting submission to arbitration. Within ten (10) work days after such written notice of submission to arbitration, the Board of Trustees and the Association shall attempt to agree upon a mutually acceptable arbitrator to serve. If the

parties are unable to agree upon an arbitrator or are unable to obtain such a commitment within the specified period, a request for a list(s) of arbitrators may be made. Such notice of the grievant shall set forth a statement of the issue to be decided and the specific provisions of the agreement involved. Unless the parties agree in writing before the hearing that the Arbitrator's decision shall be binding, the Arbitrator's decision shall be advisory only, and said decision shall be limited to the interpretation application or violation of the contract language. The cost of the Arbitrator shall be borne by both parties equally.

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1. A grievance must be filed at Step One within forty-five (45) calendar days from the date on which the act which is the subject of the grievance occurred or forty-five (45) calendar days from the date on which the individual employee should reasonably have known of its occurrence.

2. In the event that the time limitations imposed under Steps One and Two above, as to discussion, hearing and decision are not complied with, the grievance shall, upon request, be moved to the next higher step.

3. Should an employee be dissatisfied with the decision or should no decision be forthcoming in the prescribed time, he or she may submit his or her grievance to the next step, within seven (7) calendar days to Step One and within ten (10) calendar days to Step Three.

4. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to Step Two or Three without a hearing at a lower step.

5. Where a grievance directly concerns and is shared by more than one employee, such group grievance may properly be initiated at Step Two, if such step is the first level of supervision common to the several grievants.

6. No adjustment of any grievance shall impose retroactively beyond the date on which the grievance was initiated or the forty-five (45) day period provided in Section G. 1 above except that payroll errors and related matters shall be corrected to date of error.

7. Time limits provided for in this Article may be extended by mutual written agreement of the parties at the level involved.

F. Disputes concerning the application or interpretation of the New Jersey tenure laws or dismissals of employee protected by such laws shall not be grievable under this agreement.

G. Nothing in this Article shall be construed as compelling the Association to submit a grievance to arbitration.

H. No reprisal of any kind shall be taken against any participant in this grievance procedure by reason of proper participation in such procedure.

I. Grievance records shall not be part of the personnel file utilized in the promotion or retention process unless such grievance records pertain to the matter under consideration.

J. The disposition of any grievance at any step of the grievance procedure, or by agreement between the College or the Board of Trustees and the Grievant or Association, shall be final and binding upon the employee, employees or persons who are involved or affected thereby.

K. Saturdays, Sundays, holidays and any days on which the College shall not be open shall be excluded from the computation of "working day" as the term is used in this procedure.

L. It shall be the general practice of all parties of interest to process grievances during times which do not interfere with the assigned responsibilities of the parties concerned.

M. The number of days indicated at each step will be considered as maximum and every effort shall be made to expedite the process. The time limitations in the procedure shall be considered to be of the essence and not merely procedural. The failure to file a grievance within the prescribed time limits shall constitute a waiver of the grievance.

N. It is expressly understood and agreed that in addition to the exclusions from the provisions of the grievance procedure which are contained elsewhere in the agreement, the following are not subject to the grievance procedure in this agreement:

1. Any question concerning the duration of this Agreement.
2. Any matter where the Board of Trustees is without the expressed or implied authority to act.
3. Any action of the Board of Trustees which is prescribed by law.

O. Matters pertaining to non-reappointment shall be grievable under this agreement only upon the basis of claimed procedural violations. In all such cases the burden of proof shall be upon the grievant. Where appropriate, the remedy shall be to remand the matter to the proper level for reconsideration of the matter and elimination of defects in the procedural process.

P. If an employee covered by this Agreement has a complaint which he wishes to discuss with his Supervisor, he is free to do so without recourse to the grievance procedure.

Q. A grievance may be withdrawn by the grievant at any level.

ARTICLE XX

JOB DESCRIPTION

A. There shall be on file in the office of the President a job description for every bargaining unit position. Such description shall be available to an individual member of the bargaining unit for perusal upon reasonable request.

B. The initial development of these descriptions shall be the responsibility of the College. The individual unit member presently employed in a position covered by this agreement shall have the right to submit his written suggestions, concerning his own job description, to the appropriate Dean for consideration, prior to the adoption of the description covering his own position.

C. The College shall have the right to change any job description during the term of this agreement from time to time as it deems desirable. Any individual employee affected by such change shall be notified and given an opportunity to comment upon said contemplated change. However, the final decision shall rest with the Board.

D. Where the contemplated change in the job description will significantly alter the duties, responsibilities and/or workload of the affected employee, the College shall notify the

Association of its intent to implement such change. The Association shall have the right to negotiate with the College the impact of such change in the job description on the individual employee who is thereby affected. Any dispute arising out of this section shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XXI

NO STRIKE

A. It is recognized that the need for continued and uninterrupted operation of the College is of paramount importance and that there should be no interference with such operation.

B. The Association agrees that neither the Association nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of its members take part in, a strike against the Passaic County College, or the concerted failure to report for duty, or willful absence of an employee from his/her position, or refusal to perform his/her duties of employment as defined in this Agreement.

C. The Association further agrees that it will not cause, engage in, encourage or assist in any strike or similar action or conduct on the part of the students of the College.

D. Nothing contained in this Agreement shall be construed to restrict or limit the College in its right to seek and obtain such judicial relief as it may be entitled to have under law.

ARTICLE XXII

SCOPE OF AGREEMENT

A. The Board and the Association acknowledge that during negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to all mandatory subjects of collective negotiations. The Board and the Association have negotiated in good faith with respect to these subjects and the understandings and agreements arrived at by and between the parties after the exercise of that right, are set forth in this Agreement.

B. The parties agree that, for the duration of this Agreement, there shall be no obligation on either party to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement. This Agreement may not be altered, changed, added to, deleted from or modified in whole or in part, except by an instrument in writing duly executed by both parties.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the college shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of administrators or in the application or administration of this Agreement on the basis of race, creed, color, national origin, sex, domicile, marital status, age, or political affiliation.

B. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

C. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board, administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or otherwise detract from an administrator's benefits existing prior to its effective date. Furthermore, unless specifically

stated in the Agreement, nothing in the Agreement shall deprive the College of services heretofore performed by any member of the unit.

D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event of the above circumstance, then either party shall have the right immediately to reopen negotiations with respect to a substitute for the affected provision.

E. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all administrators now employed or hereafter employed.

F. Members of the bargaining unit who work more than forty-four (44) hours in a given week shall be eligible for compensatory time. However, the granting of compensatory time shall be discretionary with the appropriate Dean and his decision shall be final and not subject to review or to the grievance and arbitration provisions of the Agreement, except where it can be demonstrated by the Association that such decision was arbitrary or capricious.

G. Effective July 1, 1976, each eligible member of the unit shall be entitled to a reimbursement up to \$100.00 per year for monies lost under claims submitted under the deductible portion of the major medical policy currently in effect.

ARTICLE XXIV

DURATION

A. The Agreement shall be effective as of July 1, 1976 and shall continue in effect until June 30, 1979.

B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

C. This Agreement supersedes any and all understandings between the Association or its members, either singly or as a whole and the Board of Trustees or its designees.

D. This Agreement represents the sole and only agreement which shall exist between the Board or its designees and the members of the Administrators Association, either singly or as a whole. This provision shall continue in full force for the term of this Agreement.

E. It is further understood that either party, by means of a formal, written request to the other, may initiate negotiations on salary only for the 1978-79 year of the Agreement. This notice must be given prior to July 1, 1978. If not so given, the party seeking to reopen shall waive any and all rights to reopen under this provision. Any agreement reached pursuant to said reopener shall not be effective prior to July 1, 1978.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed this 30th day of April , 1976 by their proper officers.

PASSAIC COUNTY COMMUNITY COLLEGE

WITNESS: Richard P. Kamenetzky

BY: Joseph F. Williams
Joseph Williams, Chairman Board of Trustees
ADMINISTRATORS ASSOCIATION OF THE
PASSAIC COUNTY COMMUNITY COLLEGE

WITNESS: Paul W. Mohle
Armen Hermon

BY: Victor Nowak
Victor Nowak, President - Administrators
Association

SIDE LETTER OF AGREEMENT

The parties to the Agreement have agreed this 30th day of April, 1976, that the following Agreement separate from the formal Agreement but with the same force and effect.

A. SUBSEQUENT CLASSIFICATIONS:

Any dispute concerning the placement of any subsequent job title, classification or category shall be resolved through P.E.R.C. and shall not be subject to the grievance procedure of this Agreement.

B. In recognition of the confidential nature of the positions of Supervisor of Accounting, the parties hereby agree to remove this position from the appropriate unit commencing July 1, 1976, and the Association expressly waives any and all rights it may have with respect to seeking the subsequent inclusion of this position in the appropriate unit.

C. It is further agreed that the Supervisor of Accounting will receive the agreed upon increase pursuant to the 1975-76 salary reopener and further that the individual currently holding this position, if continued to be employed shall receive salary increases at no less than the contractually agreed upon increase for the 1976-1979 Agreement.

D. In consideration for the removal of the position of Supervisor of Accounting from the appropriate unit, the College agrees to a one (1) time base salary adjustment to the 1975-76 base salary for the individual currently holding this position of \$300.00.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed this 30th day of April , 1976, by their proper officers.

PASSAIC COUNTY COMMUNITY COLLEGE

WITNESS:

Richard F. Kamenetz

BY:

Joseph F. Williams
Joseph Williams, Chairman - Board of Trustees

ADMINISTRATORS ASSOCIATION OF THE PASSAIC
COUNTY COMMUNITY COLLEGE

WITNESS:

Paul W. Mohr
Susan Herman

BY:

Victor Nowak
Victor Nowak, President - Administrators'
Association

MEMORANDUM OF UNDERSTANDING

The PASSAIC COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES, hereinafter referred to as the COLLEGE, or the BOARD, and the ADMINISTRATORS ASSOCIATION, hereinafter referred to as the ASSOCIATION hereby agree as follows:

A. Pursuant to the agreement to "reopen" and negotiate salary for the 1975-1976 year, it is hereby agreed that effective July 1, 1975 all employees covered by the Agreement and employed and on the active payroll on July 1 shall receive an increase of six hundred (\$600) dollars above their base salary as of June 30, 1975.

B. For probationary employees who were employed and on the active payroll prior to July 1, 1975, and did not become non-probationary until after July 1, 1975, will receive the increase provided in (A) above, retroactive to the date on which they received non-probationary status.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed this 30th day of April, 1976 by their proper officers.

PASSAIC COUNTY COMMUNITY COLLEGE

WITNESS: Richard P. Kamenetzky

By: Joseph F. Williams
Joseph Williams, Chairman Board of Trustees
ADMINISTRATORS ASSOCIATION OF THE
PASSAIC COUNTY COMMUNITY COLLEGE

WITNESS: Paul V. Mohr
Lucian Herman

By: Victor Nowak
Victor Nowak, President - Administrators'
Association

